

**CONTRACT #11**  
**RFS # 331.50-00211**  
**FA # Pending**

**Education**  
**Federal Programs Division**

**VENDOR:**  
**New Teacher Center (NTC)**



STATE OF TENNESSEE  
DEPARTMENT OF EDUCATION  
*Division of Career and Technical Education*  
4<sup>th</sup> FLOOR, ANDREW JOHNSON TOWER  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TN 37243-0383

PHIL BREDESEN  
GOVERNOR

TIMOTHY K. WEBB, Ed.D.  
COMMISSIONER

RECEIVED  
JUN 22 2010  
FISCAL REVIEW

TO: Mr. James White, Fiscal Review Committee  
FROM: Timothy K. Webb, Commissioner *TKW*  
DATE: June 17, 2010  
SUBJECT: Request to appear before Fiscal Review Committee regarding Request for Non-Competitive Contract RFS# 33150-00211

Please consider the enclosed information regarding a request for a Non-Competitive Contract between the Department of Education and The New Teacher Center.

The proposed contract will allow the vendor to develop and implement the Teacher Working Conditions (TWC) survey, which is part of Tennessee's strategy for meeting the Race to the Top (RTTT) Goal D (3). The New Teacher Center (NTC), a national non-profit focused on teacher and administrator induction, brings an unparalleled knowledge of teaching and learning conditions, experience conducting survey analysis, and direct work with states, districts and schools in making data driven decisions to improve school climate, teaching and learning. Eric Hirsch, the project lead for the TWC survey, has led the only efforts in the country that have designed and conducted large scale working conditions initiatives, analyzed results, and used data to improve teaching and learning conditions policies and practices. NTC is the only organization nationally doing this work at scale and is unique in the services it can provide to Tennessee. To implement this RTTT strategy effectively and according to the time frame outlined in the RTTT application, it was decided to negotiate a non-competitive contract with the New Teacher Center.

Thank you for your consideration of this request.

CC: Ms. Kristen McKeever

Dr. Merrie Clark

## Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Merrie Clark	*Contact Phone:	615-741-0202		
*Original Contract Number:	To be assigned by OCR.	*Original RFS Number:	33150-00211		
Edison Contract Number: <i>(if applicable)</i>	00000000000000000000 0020568	Edison RFS Number: <i>(if applicable)</i>	3315000211		
*Original Contract Begin Date:	8/16/10	*Current End Date:	6/30/14		
Current Request Amendment Number: <i>(if applicable)</i>		N/A			
Proposed Amendment Effective Date: <i>(if applicable)</i>		N/A			
*Department Submitting:		Department of Education			
*Division:		Federal Programs			
*Date Submitted:		6/17/10			
*Submitted Within Sixty (60) days:		Yes			
<i>If not, explain:</i>		N/A			
*Contract Vendor Name:		New Teacher Center			
*Current Maximum Liability:		\$1,000,000.00			
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2011	FY:2012	FY:2013	FY:2014	FY	
\$300,000.00	\$200,000.00	\$300,000.00	\$200,000.00		
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract Funding	State:		Federal:	\$1,000,000.00	

Supplemental Documentation Required for  
Fiscal Review Committee

Source/Amount:				
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>		N/A		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$1,000,000.00 as funded in the Tennessee Race to the Top application.		

## Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:2011	FY:2012	FY:2013	FY:2014 FY:
Survey Design	\$31,000.00	\$0.00	\$31,000.00	\$0.00
Survey website	\$20,000.00	\$0.00	\$20,000.00	\$0.00
Communication/Participation Plan	\$50,000.00	\$0.00	\$50,000.00	\$0.00
Survey Implementation	\$102,000.00	\$0.00	\$102,000.00	\$0.00
Initial Survey Results	\$27,000.00	\$0.00	\$27,000.00	\$0.00
Initial Analyses	\$20,000.00	\$0.00	\$20,000.00	\$0.00
Final Analyses & Reports	\$50,000.00	\$0.00	\$50,000.00	\$0.00
Policy Consult	\$0.00	\$24,000.00	\$0.00	\$24,000.00
Development of training tools	\$0.00	\$37,000.00	\$0.00	\$37,000.00
Impact Report	\$0.00	\$75,000.00	\$0.00	\$75,000.00
Report of practices	\$0.00	\$64,000.00	\$0.00	\$64,000.00

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:
N/A					

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.**

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

# NON-COMPETITIVE CONTRACT REQUEST

This request is NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

<b>AGENCY REQUEST TRACKING # 33150-00211</b>	
<b>1 PROCURING AGENCY</b>	The Tennessee Department of Education (TNDOE)
<b>2 SERVICE</b>	Design, deliver, analyze, and report on teacher working conditions through a Tennessee Working Conditions Survey.
<b>3 APPROVAL CRITERIA</b> (select one)	<input type="checkbox"/> non-competitive negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service
<b>4 PROPOSED CONTRACTOR</b>	The New Teacher Center (NTC)
<b>5 CONTRACT BEGIN DATE</b> (attach explanation if < 60 days after F&A receipt)	8.16.2010
<b>6 CONTRACT END DATE</b> (with ALL options to extend exercised)	6.30.2014
<b>7 MAXIMUM CONTRACT COST</b> (with ALL options to extend exercised)	\$1,000,000.00
<b>8 SERVICE DESCRIPTION</b>  The New Teacher Center (NTC) will develop and administer a statewide Teacher Working Conditions survey in FY 2011 and FY 2013 to assess, understand, and improve teaching conditions in Tennessee schools. NTC will also analyze and report survey results and provide specific tools and trainings to TNDOE for data utilization. In FY 2012 and 2014, NTC will provide technical assistance to schools and school leaders for utilizing survey data to improve teacher working conditions.	
<b>9 EXPLANATION OF NEED FOR OR REQUIREMENT PLACED ON THE STATE TO ACQUIRE THE SERVICE</b>  As stated in Tennessee's Race to the Top (RTTT) application, developing and administering a Teacher Working Conditions (TWC) survey is part of Tennessee's strategy for meeting the RTTT Goal D (3), "Ensuring equitable distribution of effective teachers and principals." Data from TWC surveys in other states indicate that improving teacher working conditions also improves student learning conditions and helps to retain teachers. In Tennessee's RTTT application Section D (3) (i), the TWC survey is a component of the strategy to eliminate the gap in equitable distribution of effective teachers and is described as a "tool to gauge principal effectiveness in creating conditions for improving student achievement." Also in RTTT D (3) (i) the TWC survey is listed as a tool for increasing teacher effectiveness; as explained in the RTTT application, using the survey results to improve working and learning conditions will help "recruit, retain, and develop effective teachers."	
<b>10 HAS THE PROCURING AGENCY EVER BOUGHT THE SERVICE BEFORE ?</b> <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO <b>IF SO, WHAT PROCUREMENT METHOD WAS USED ?</b> NA	

**AGENCY REQUEST TRACKING # 33150-00211****11 NAME & ADDRESS OF THE CONTRACTOR'S PRINCIPAL OWNER(S)** (NOT required for a TN state education institution)

Garfield Byrd, Chief Financial Officer, New Teacher Center, 725 Front St., Suite 400, Santa Cruz, CA 95060

**12 EVIDENCE OF THE CONTRACTOR'S EXPERIENCE & LENGTH OF EXPERIENCE PROVIDING THE SERVICE**

The NTC is a national non-profit focused on teacher and administrator induction. Eric Hirsch, the project lead for the Teacher Working Conditions Survey, and his colleagues at the NTC bring an unparalleled knowledge of teaching and learning conditions, experience conducting survey analysis, and direct work with states, districts and schools in making data driven decisions to improve school climate, teaching and learning.

NTC and its staff have a track record of success in analyzing and explaining working conditions results. Eric Hirsch, project lead, has successfully led 26 survey initiatives in 15 states over the past four years, has been the primary author on more than 35 teaching conditions reports and articles, and has designed models using teaching conditions survey data relative to student achievement and teacher retention. Additionally, Senior Policy Advisor Ann Maddock served as North Carolina Governor Easley's Education Policy Advisor and helped launch the nation's first statewide working conditions initiative and pioneer numerous education reforms in North Carolina. Through these experiences, NTC has

- Developed a powerful survey instrument for use in Tennessee. NTC has used statistical analyses of the results of previous iterations of teacher working conditions surveys in 2008-2009, compared them with previous reviews, and attained external expert advice on survey revisions to create our current approach to survey design. Most recently, with funding from the Bill and Melinda Gates Foundation, Learning Point Associates worked with NTC to conduct a psychometric analysis of the NTC core working conditions survey instrument. Data from 11 survey administrations were analyzed concurrently to place items onto similar scoring metrics and examine consistency within each examined construct. Rasch rating scale models were used to assess item fit, point measure correlations, rating scale functioning, targeting of items and construct dimensionality. The analyses showed that all constructs were unidimensional and the instrument was reliable for its intended use of providing data for school improvement planning. Additionally, all state surveys at NTC have gone through rigorous evaluations of their validity and reliability. NTC will draw upon these constructs and work with key stakeholders and practitioners to design additional questions for the state.
- A unique mixture of credibility with both practitioners and policymakers. NTC has presented analyses to educators, stakeholders and policymakers, enabling NTC to assist not only with conducting the initiative and analyzing results, but also with writing targeted reports and briefs that resonate with varied audiences to ensure survey data is used to inform policy and practice. NTC works closely with teacher associations (NEA, AFT and its affiliates), administrator groups, policymakers and other state and national non-profits to understand and utilize results.
- Experience working with schools and districts in utilizing data to change policy and practice. A variety of tools have been developed which can serve as a springboard for work in Tennessee for parents, school and district leaders, and policymakers (see [www.ncteachingconditions.org](http://www.ncteachingconditions.org)).

**OFFICE FOR INFORMATION RESOURCES SUPPORT** (required for information technology service)

☒ ATTACHED or ☐ NOT APPLICABLE (N/A only to non-information technology service & THDA)

**13 eHEALTH INITIATIVE SUPPORT** (required for health-related professional, pharmaceutical, laboratory, or imaging service)

☐ ATTACHED or ☒ NOT APPLICABLE

**14 HUMAN RESOURCES SUPPORT** (required for state employee training service)

☐ ATTACHED or ☒ NOT APPLICABLE

**AGENCY REQUEST TRACKING # 33150-00211****15 DESCRIPTION OF EFFORTS TO IDENTIFY REASONABLE, COMPETITIVE, PROCUREMENT ALTERNATIVES**

Following the announcement of the RTTT Award to Tennessee on March 29, 2010, there was extensive research by the Office of Federal Programs in the TNDOE to find the best vendor for implementing the Teacher Working Conditions Survey, a strategy outlined in Section D (3)(i) of TN's RTTT application. As a result of this research, only one vendor, the New Teacher Center, was identified as having the capability and experience to develop and implement the TWC survey as well as to provide the technical assistance for utilizing the data to improve teaching conditions, student learning, and teacher retention.

**16 JUSTIFICATION FOR NON-COMPETITIVE NEGOTIATION RATHER THAN A COMPETITIVE PROCESS**

As stated in Tennessee's RTTT application, developing and administering a TWC survey is part of Tennessee's strategy for meeting the RTTT Goal D (3). The NTC, a national non-profit focused on teacher and administrator induction, has extensive experience in conducting teacher working conditions surveys, such as the one outlined in TN's RTTT application. Eric Hirsch, the project lead for the TWC survey, and his colleagues at the NTC bring an unparalleled knowledge of teaching and learning conditions, experience conducting survey analysis, and direct work with states, districts and schools in making data driven decisions to improve school climate, teaching and learning. At NTC, and while Executive Director of the Center for Teaching Quality, Eric Hirsch has led the ONLY efforts in the country that have designed and conducted large scale working conditions initiatives, analyzed results, and used data to improve teaching and learning conditions policies and practices. NTC is the only organization nationally doing this work at scale and is unique in the services it can provide to Tennessee

- NTC is the ONLY organization in the nation that can provide comparative data from additional states on similar survey questions, making the type of analyses it can provide exclusively unique. NTC conducted 13 teaching and learning conditions surveys in ten states and one of the nation's largest districts to conduct surveys during the 2007-2010 school years, creating an up to date database of more than 300,000 survey respondents and school-wide information for more than 7,500 schools across all contexts to better understand Tennessee data (see attachment A for list). NTC is the ONLY organization in the nation that will have access to survey data from other states after 2007 and therefore is the ONLY group that can analyze Tennessee data relative to other states.
  - In all of NTC locations, aggregate statewide results have been published, but they only provide the most basic information. By having original survey data and other indicators of recruitment and retention from state clients, NTC can provide more in depth and sophisticated comparisons, including national benchmarking, comparisons to top performing schools, matched pair comparisons for low/high performing schools, etc. These unique comparisons require that the vendor of the Tennessee Working Conditions Survey have access to the raw data from other state surveys. Based on contract language with previous clients, NTC "owns" the survey data in Maine, Massachusetts, Illinois, Vermont, West Virginia, Alabama and Kansas. The language allows our state clients unlimited use and access to the data for improving working conditions within their state. NTC has worked with these clients to assess data requests from outside vendors and researchers, but there is no guarantee that any group outside of NTC will be able to utilize the data beyond what is publicly posted on each state's website. In the case of other state clients, they own the data but have agreed that NTC can use the data not just for the state initiative, but in any way appropriate for further analyses and research.

NTC has through its experience:

- Built a robust data platform for schools to access survey results, view detailed and summary data, and download summary results directly to excel (for an example, see [www.ncteachingconditions.org](http://www.ncteachingconditions.org)).
- An understanding of what it takes to conduct a statewide full population survey. Response rates for some initiatives led by NTC have been 89 percent in North Carolina, 75 percent in Fairfax County, 63 percent in Maryland. NTC has templates and successful strategies around conducting a survey, public relations and outreach to educators, use of incentives, creation and maintenance of a help desk to provide assistance throughout the survey, web design and survey hosting, etc.
- NTC has a strong knowledge of Tennessee education policy and practice. NTC has provided induction training through the University of Memphis and currently is implementing a working conditions survey in



**AGENCY REQUEST TRACKING # 33150-00211**

Memphis as part of the Bill and Melinda Gates Foundation's Measures of Effective Teaching initiative. NTC has already developed strong relationships in Memphis where more than half of licensed educators have participated in NTC's initiative, providing essential and unique knowledge of the challenges of conducting a working conditions initiative in Tennessee.

For these reasons, NTC has been identified as the best vendor for carrying out the RTTT strategy of conducting and analyzing a statewide Teacher Working Conditions survey.

**AGENCY HEAD SIGNATURE & DATE**

(MUST be signed & dated by the ACTUAL procuring agency head as detailed on the current Signature Certification on file with OCR— signature by an authorized signatory is acceptable only in documented exigent circumstances)

Timothy K. Wall 6/17/10

### Attachment A

Since 2008, the New Teacher Center conducted 13 iterations of the teacher working conditions surveys across the nation, providing data to almost 300,000 school-based educators in almost 8,000 schools.

State and Year Teacher Working Conditions Survey Implemented	Total school-based licensed educators surveyed	Number of Respondents	Response Rate	Schools with Sufficient Response Provided Data
Gates Measures of Effective Teaching Initiative Districts (2010)	forthcoming	forthcoming	forthcoming	forthcoming
Colorado (2009)	64,494	23,108	36.08%	624
Vermont (2009)	9,535	4,221	45.62%	166
Maryland (2009)	70,021	43,400	61.98%	1,000
Alabama (2008)	59,792	28,188	47.14%	1,000
West Virginia (2008)	22,699	9,842	43.36%	400
Fairfax County, VA (2010)	14,362	10,761	74.93%	200
Fairfax County, VA (2008)	14,976	8,642	57.17%	200
Illinois (2008)	9,207	2,977	32.33%	100
Kansas (2008)	39,231	16,656	42.46%	700
Kansas (2006)	41,374	21,770	52.62%	1,000
Massachusetts (2008)	85,702	39,811	46.45%	1,200
Maine (2008)	19,167	5,136	26.80%	150
North Carolina (2010)	119,038	105,688	88.79%	2,300
North Carolina (2008)	120,159	104,249	86.76%	2,300
North Carolina (2006)	114,625	75,653	66.00%	1,984
North Carolina (2004)	89,473	34,000	38.00%	1,027
Arizona (2007)	59,933	31,729	52.94%	700
Arizona pilot (2006)	7,474	5,270	70.51%	112
Ohio (2007)	18,181	8,000	44%	300
Ohio (2006)	13,191	4,906	37%	200
Mississippi (2007)	37,861	25,414	67.12%	900
Clark County (2007)	18,602	8,959	48.16%	236
Clark County (2006)	23,705	9,551	40.29%	228
South Carolina (2004)	54,285	15,200	28%	0
<b>Total</b>	<b>1,008,049</b>	<b>537,443</b>	<b>53%</b>	<b>14,727</b>
<b>Total with states with multiple surveys counted once (using the survey with highest response)</b>				
	<b>708,334</b>	<b>383,357</b>	<b>54%</b>	<b>10,276</b>

**Note:** All surveys conducted under the leadership of Eric Hirsch, Director of Special Projects at the New Teacher Center in partnership with LEARN NC at the University of North Carolina at Chapel Hill. Surveys conducted prior to 2008 were lead by Mr. Hirsch while serving as Executive Director of the Center for Teaching Quality.



## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Procurement & Contract Management Director  
Department of Finance & Administration  
E-Mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :** Kristen McKeever, Director of Contracts  
Department of Education  
E-Mail : [Kristen.McKeever@tn.gov](mailto:Kristen.McKeever@tn.gov)

**DATE :** June 16, 2010

**RE :** Request for OIR Pre-Approval Endorsement

**APPLICABLE RFS #** 33150-00211

**OIR ENDORSEMENT SIGNATURE & DATE :**

  
Chief Information Officer

6/16/10

*NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.*

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

**1 SUBJECT PROCUREMENT DOCUMENT TYPE (mark one) :**

- ☐ RFP
- ☐ Competitive Negotiation Request ☐ Alternative Procurement Method Request
- ☒ Non-Competitive Contract Request ☐ Non-Competitive Amendment Request
- ☒ Contract ☐ Contract Amendment ☐ Grant ☐ Grant Amendment

**2 INFORMATION SYSTEMS PLAN (ISP) PROJECT APPLICABILITY :**

- ☐ Not Applicable to this Request ☒ Applicable - ISP PROJECT # Pending

**RESPONSE CONFIRMED BY :** Lisa Howard, Executive Director of Technology

**3 CONTRACTING AGENCY CONTACT :**

Merrie Clark, Data and Research Manager  
TELEPHONE # 615-741-0202  
[Merrie.Clark@tn.gov](mailto:Merrie.Clark@tn.gov)

**APPLICABLE RFS # 33150-00211**

**4 SUBJECT INFORMATION TECHNOLOGY SERVICE DESCRIPTION :**

The Contractor shall host and design a website portal for the Tennessee Teacher Working Conditions Initiative. The website shall be approved by the State and established online by October 2010.

**5 REQUIRED ATTACHMENT(S) AS APPLICABLE (copies without signatures acceptable) :**

- ☒ **RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request**
- ☒ **proposed contract/grant or amendment**
- ☐ **original contract/grant & any prior amendments**

**CONTRACT**

(FA-type fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

<b>Agency Tracking #</b> <b>33150-00211</b>	<b>Edison ID</b> 0000000000000000000020568
<b>Contractor</b> New Teacher Center	<b>Contractor Federal Employer Identification or Social Security #</b> <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 26-2427526

**Service**

Design, deliver, analyze, and report on teacher working conditions through a Tennessee Working Conditions Survey.

<b>Contract Begin Date</b> August 16, 2010	<b>Contract End Date</b> June 30, 2014	<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	<b>CFDA #(s)</b> 84.395
---	---	---	----------------------------

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$0.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00
2012	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00
2013	\$0.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00
2014	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00
<b>TOTAL:</b>	\$0.00	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00

American Recovery and Reinvestment Act (ARRA) Funding – ☒ YES ☐ NO

OCR USE FA	<b>Agency Contact &amp; Telephone #</b> Merrie Clark, 615-741-0202	
	<b>Agency Budget Officer Approval</b> (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
	<table border="1"> <tr> <td><b>Speed Code</b></td> <td><b>Account Code</b> 70803000</td> </tr> </table>	<b>Speed Code</b>
<b>Speed Code</b>	<b>Account Code</b> 70803000	

**Contractor Ownership/Control**

☐ African American    ☐ Person w/ Disability    ☐ Hispanic    ☐ Small Business    ☐ Government  
☐ Asian    ☐ Female    ☐ Native American    ☒ NOT Minority/Disadvantaged    ☐ Other

**Contractor Selection Method**

☐ RFP    ☐ Competitive Negotiation \*    ☐ Alternative Competitive Method \*  
☒ Non-Competitive Negotiation \*    ☐ Other \*

▪ **\*Procurement Process Summary Non-Competitive Negotiation** —Following the announcement of the RTTT Award to TN on March 29, 2010, there was extensive research by the Office of Federal Programs in the TN Department of Education to find the best vendor for implementing the Teacher Working Conditions Survey, a strategy outlined in Section D (3)(i) of TN's RTTT application. The New Teacher Center was the vendor identified as having the capability and experience to develop and implement the TWC survey as well as to provide the technical assistance for utilizing the data to improve teaching conditions, student learning, and teacher retention. TN negotiated the cost as outlined in the RTTT application Project-Level Budget Table for D(30)(i): \$300,000.00 in FY2011 and in FY2013 for survey implementation, and \$200,000.00 in FY 2012 and in FY2014 for technical assistance and data utilization, a total cost of \$1,000,000.00.

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF EDUCATION  
AND  
NEW TEACHER CENTER**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and the New Teacher Center, hereinafter referred to as the "Contractor," is for the provision of a teacher working conditions survey, as further defined in the "SCOPE OF SERVICES."

The Contractor is a non-profit corporation.

Contractor Federal Employer Identification or Social Security Number: 26-2427526

Contractor Place of Incorporation or Organization: Santa Cruz, CA

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The following definitions apply to terms used in the Scope of Services for this contract.
  - a. Tennessee Teacher Working Conditions Survey: An online, anonymous survey of all public school-based licensed educators in Tennessee about the working conditions in their school.
  - b. Tennessee Teacher Working Conditions Initiative: A project that includes both the implementation of the Tennessee Teacher Working Conditions Survey and the utilization of survey results to improve teaching and learning conditions in schools and districts.
  - c. Tennessee Teacher Working Conditions Advisory Group: A group of policymakers, practitioners, First to the Top (FTTT) contractors, and stakeholders selected by the State to provide input on the design, delivery and usage of the Tennessee Teachers Working Conditions Survey.
  - d. Stakeholders: Individuals and groups who assist schools and districts in their effort to promote student learning.
  - e. Constituents: The membership of stakeholder groups.
  - f. First to the Top (FTTT) contractors: Vendors contracted by the State to implement the First to the Top plan.
  - f. Subcontractors: Individuals, organizations, businesses and/or universities with whom the Contractor works to provide services in this contract.
  - g. State program manager: Teacher Equity Project Director, Office of Federal Programs of the State.
- A.3. The Contractor shall, in consultation with the state program manager, design and deliver the Tennessee Teacher Working Conditions Survey (Survey) and analyze and report on the results. The Survey will be implemented by March in year one (FY 2011) and year three (FY 2013), providing Tennessee schools and districts with initial data.
- A.4. The Contractor shall work with the State to identify policymakers, practitioners, FTTT contractors, and stakeholders to form the Tennessee Teacher Working Conditions Advisory Group for the development, delivery and use of data from the Tennessee Teacher Working Conditions Survey.

The Contractor shall work with the State to assemble, virtually and in face-to-face full group or subcommittee meetings, the members of the Tennessee Teacher Working Conditions Advisory Group.

- A.5. The Contractor shall host and design a website portal for the Tennessee Teacher Working Conditions Initiative. The website shall be approved by the State and established online by October 2010. In year three the website will be revised and improved by integrating findings and tools from the first survey as well as relevant information from the First to the Top initiative; the revised website shall be approved by the State and established online by October 2012.
- A.6. The Contractor shall work with the State to encourage participation in the survey through a communication/participation plan, which includes, but is not limited to, the following activities and which shall be completed by January 2011/January 2013:
  - a. Creating a communication plan to maximize response rates, utilizing key messages that have resonated with educators in other states, and assisting stakeholders in communicating directly with their constituents by helping to craft newsletters, web materials, press releases, and powerpoint presentations that are consistent with the language and purposes described in Tennessee's First to the Top application.
  - b. Hosting webinars and other virtual communications with stakeholders, Field Service Centers, and district leaders to explain the intent of the survey
  - c. Designing powerpoint decks and other means for stakeholders to communicate about the importance of the initiative
  - d. Designing and disseminating a poster for every K-12 school with key messages about the Tennessee Teacher Working Conditions Survey with survey code letters and principal instructions
  - e. Making response rates known throughout the survey with a live response rate tracker
  - f. Assisting the State and the Tennessee Teacher Working Conditions Advisory Group in e-blast and communication strategies
  - g. Forging an understanding about the intent of the survey that aligns with Tennessee's First to the Top plan, appropriate data use, and follow-up activities to provide stakeholders and educators with the comfort they need to participate actively
  - h. Drafting a "statement of purpose" or "memorandum of understanding" for the Tennessee Teacher Working Conditions Advisory Group that makes clear the intent and parameters of the survey
- A.7. The Contractor shall advise the State and the Tennessee Teacher Working Conditions Advisory Group in developing strategies for building interest and political will and in coordinating efforts as part of the initiative.
- A.8. The Contractor shall create a customized survey instrument for Tennessee to be known as the Tennessee Teacher Working Conditions Survey that:
  - a. Includes approximately 75 core questions in nine research-based working conditions areas—time, professional development, teacher leadership, school leadership, facilities and resources, community involvement and support, managing student conduct, instructional practices and support, and new teacher support. Coordination of the questions will occur with the relevant State staff and First to the Top efforts that may benefit from cross coordination of the work, including but not limited to the Teacher Evaluation Advisory Committee.

- b. Allows the State to build in additional validated questions from previous teacher working conditions surveys and other field tested instruments that are of interest to the State and the Tennessee Teacher Working Conditions Advisory Group
  - c. Provides opportunity for the State to add areas of focus such as recruitment, readiness, etc. based on interest and policy relevance to the State and the Tennessee Teacher Working Conditions Advisory Group
  - d. Allows for customization of questions for differing audiences of school-based licensed educators, including an aligned set of principal-only questions designed to assess district support of principals
  - e. Is approved by the State and posted in December 2010/December 2012 in pdf format on the State survey web portal for preview by educators
- A.9. The Contractor shall ask demographic questions on the survey, including questions about educator role, years of experience in the school and profession, gender, ethnicity, education level and route into the profession. Like all survey questions, they are optional, and educators can submit a response without providing background information.
- A.10. The Contractor shall only publicly report these demographics at the state level in order to protect the anonymity of survey respondents, but will use the information to assess better whether these characteristics influence perceptions of the presence of working conditions statewide and their potential effect on recruitment and retention issues. Survey results other than demographic data will be reported at the school and district level.
- A.11. The Contractor shall conduct the survey for a minimum 4-week period in February-March 2011/ February-March 2013 and take the following steps:
- a. Post the survey instrument online via the Tennessee Teacher Working Conditions Survey Initiative website
  - b. Host the survey and construct a database that will enable school level analysis
  - c. Ensure that the instrument and database are fully functioning before the survey is active
  - d. Develop a dissemination plan that that draws upon the State and the Tennessee Teacher Working Conditions Advisory Group communications opportunities and maximizes teacher response rate with consulting from the Contractor on what has worked in other states
  - e. Create random ID codes for each educator based on the school in which they work
  - f. Merge codes into a letter from the Governor with details on the survey
    - i. Work with the state program manager on the text of the letter
    - ii. Print the letters
    - iii. Disseminate letters to each K-12 school
  - g. Send specific instructions on disseminating the codes to each K-12 school building point of contact with the code letters as well as a poster promoting the survey
  - h. Create online monitoring of response rates in schools to enable outreach while the survey is active for a three to five week window
  - i. Assist in reaching out to K-12 schools with low response while the survey is active



- j. Establish a help desk in a dedicated space throughout the four week period in February-March 2011/ February-March 2013 that the survey will be implemented. The help desk will include:
  - i. Web-based access, phones and a dedicated toll-free line for Tennessee educators to call or email with questions, comments, or technical needs or to be reissued an access code
  - ii. A full web-based portal where help desk staff can generate school-based security codes that can be tracked and can send and receive email requests for assistance. The Contractor will train the help desk staff on using the system
  - iii. Staffing for the help desk for 4 weeks from approximately 8-6pm when educators can call to attain a new code. Staff will provide additional security codes, target schools with lagging response rates, and provide assurances to teachers that the survey is anonymous
- A.12. The Contractor shall provide survey results April 2011/April 2013 to every Tennessee school and district that attains a sufficient response rate. The Contractor will work with the state program manager to set that rate, which have traditionally been 40 or 50 percent.
  - a. Each report will be accessible via the web and password protected or publicly available, depending on the preference of the State
  - b. These results will be hosted by a subcontractor for at least four years; if the State desires, the results will remain on the website longer
  - c. School, district and state data reports will be available approximately four weeks after the completion date of the survey for review by the State and/or public dissemination
  - d. The survey data will be made available to the Tennessee Consortium on Research, Evaluation, and Development (TN CRED) for research and evaluation
- A.13. The Contractor shall allow schools and districts to download summary results in excel or detailed information as a pdf file from the website. Full data and codebooks (minus demographic information) shall be provided by the Contractor to school districts with the capacity and ability to conduct their own analyses as well as the State and the districts that want to integrate results into dashboards or other data driven school improvement planning processes.
- A.14. The Contractor, after posting the school, district and state survey results online, shall continue to conduct analysis on survey data. General descriptive statistics as well as basic correlations will be run as soon as the database is cleaned and available to the Contractor (approximately two weeks after completion of the survey). Analyses that include general trends, role of demographics, interconnectedness between questions and working conditions domains, etc. will be run and inform the post-survey press release to be provided to the State accompanying the release of results in June 2011/June 2013.
- A.15. The Contractor shall examine the relationship between school working conditions (as measured by survey results), other school, teacher, and student factors, and student achievement, by school level (elementary, middle, and high). For these models, school-level achievement as measured by the percent proficient on Tennessee benchmarks in each assessed subject and the Tennessee Value-Added Assessment System (TVAAS) school level aggregate results will be regressed onto critical student, teacher and school-level factors and teacher working condition domains. Because student achievement, school, teacher, and student factors, and working conditions domain averages are aggregated at the school level, Ordinary Least Square (OLS) regression will be used.
- A.16. The Contractor shall run similar regression models examining the connection between the

presence of certain teaching conditions as measured by the survey and school-level teacher retention. On the survey, the Contractor will ask teachers about their future employment plans so a "planned attrition" variable can be constructed in addition to or in lieu of actual school level attrition. Even if actual turnover data are available, assessing the effects of teaching conditions on educators' desire to stay can provide important information to schools, districts and the State. The Contractor will analyze models for both actual school level attrition and the future employment plans of educators as part of the analyses for the Tennessee Teacher Working Conditions Survey, pending available data.

- A.17. The Contractor shall analyze differences in perceptions among teachers, principals and other school administrators to understand better how to move forward in improving conditions through school improvement. Other analyses will be conducted to assess whether different groups of educators or educators in different types of schools are more or less likely to report that they have positive working conditions; factors in these analyses include, but are not limited to, years of experience, out of field teaching, transitional licensure, and teacher preparation program.
- A.18. The Contractor shall compare and contrast results from Tennessee with working conditions surveys in other states. Using original survey data and other indicators of recruitment and retention from state clients, the Contractor will provide in-depth comparisons, including national benchmarking, comparisons to top performing schools, matched pair comparisons for low/high performing schools, etc.
- A.29. The Contractor shall ask a set of questions devised specifically for principals about district level support as part of the Tennessee Teacher Working Conditions Survey and assess connections between district level support and perceptions of working conditions within schools.
- A.20. The Contractor shall work with the State to identify schools for more in-depth analyses of working conditions, including schools in the Achievement School District, Renewal Schools, and Focus Schools as well as districts identified as needing additional assistance to understand better potential inequities in teacher assignment.
- A.21. In year two (FY2012) and year four (FY2014) of the Tennessee Teacher Working Conditions Initiative, the Contractor shall, in collaboration with the State, work with schools and districts to improve working conditions through targeted technical assistance.
- A.22. The Contractor shall work with the State, the Tennessee Teacher Working Conditions Advisory Group, and professional development providers to consider appropriate uses of survey data to improve school practices as well as local and state policy.
- A.23. The Contractor shall make a presentation of survey results and analyses to the State and any other audiences deemed appropriate by the state project manager at a time and location to be determined by the State. The Contractor will include a finalized powerpoint presentation of results, with survey and the State logos, for use by State personnel for making presentations of results to schools and districts.
- A.24. The Contractor, in consultation with the state program manager, shall conduct the following activities:
  - a. Consultation on integrating survey results into policy reform
  - b. Development of tools for use by schools and trainers
  - c. Technical assistance to schools
  - d. Identification of exemplars

- A.25. The Contractor shall work closely with the State to ensure that results of the Tennessee Teacher Working Conditions Survey are utilized appropriately as part of state and district human capital policies and practices, such as teacher evaluation systems, school improvement processes, induction reform, and the creation of state policies that have addressed planning time, teacher and principal preparation, etc. The Contractor will provide virtual and face to face consultation as desired by the State drawing from successes from across the country. The Contractor shall document and report policy consultation on integrating survey results into State and district policies and practices by June 2012/June 2013.
- A.26. The Contractor shall in October 2011/October 2013 develop and deliver extensive training tools—facilitator guides and scripts, toolkit of potential reforms with resources for educator action research, etc.—that will be customized to the Tennessee Teacher Working Conditions Survey and aligned with state professional development initiatives and school improvement planning processes.
- A.27. The Contractor shall work with the State, the Appalachia Regional Comprehensive Center, the National Comprehensive Center for Teacher Quality, and other non profits to design tools and provide assistance that incorporates working conditions results as strategies to address inequities in teacher assignment.
- A.28. The Contractor shall conduct train the trainer professional development with the State, Field Service Centers and others—both face to face and virtually—on protocol and procedures for implementing discussions related to survey results as well as processes for developing school improvement plans in alignment with Tennessee school improvement processes.
- A.29. The Contractor shall host webinars and direct assistance virtually through the Contractor's virtual learning environment targeting key schools and districts. The Contractor will network trainers and others working with high needs schools and districts to ensure challenges are addressed and strategies are shared.
- A.30. The Contractor, in partnership with the State and other non-profits, shall provide—either directly or through subcontracted services to qualified individuals or organizations familiar with Tennessee schools with a track record of contributing to positive working conditions—direct assistance to select schools and districts with significant working conditions challenges as identified by the Survey and other data.
- a. In select schools (i.e. the Achievement School District) or districts, the Contractor in August-September 2011/August-September 2013 shall provide in- depth review of results, school policies and practices, and school improvement plans and provide feedback to the State and school and district leaders on potential reforms
  - b. In select schools, the Contractor or trainers working with the Contractor, in consultation with the state project manager, shall provide professional development and ongoing facilitation—face to face and/or through the Contractor's virtual learning environment or the Tennessee Electronic Learning Center—to ensure that suggested reforms and other strategies are implemented to improve working conditions
  - c. The Contractor shall provide direct assistance to district leaders in identified school districts with inequitable distribution of teachers. The Contractor shall
    - i. Host face to face trainings on data utilization and working conditions reform using the Contractor's tools with school and district leaders
    - ii. Provide ongoing virtual support through the Contractor's virtual learning environment to district leaders
  - d. The Contractor shall provide webinars, conduct presentations and work with stakeholders to provide assistance across Tennessee

- A.31. The Contractor shall submit in June 2012/June 2014 a report on the scope and impact of the technical assistance provided during FY 2012/FY 2014.
- A.32. The Contractor shall utilize Survey results and additional available data (TVAAS and other) and collaborate with other FTTT contractors and necessary entities, in consultation with the state program manager, to identify schools serving a diverse population of students with strong achievement, effective teachers, and positive working conditions in order to:
- a. Conduct case studies to document potentially replicable strategies for schools serving similar students in similar contexts across Tennessee
  - b. Host virtual and/or face to face regional seminars featuring school and teacher leaders from schools with positive working conditions to share policies and practices with Achievement School District, Renewal and Focus Schools
  - c. Identify school and teacher leaders who could work directly with other schools to assist schools and districts with inequitable distributions of teachers
  - d. Recognize schools with positive working conditions and other characteristics as "great places to work" in order to provide some incentive for schools with positive conditions to continue to assess survey results and improve
  - e. By June 2012, deliver a report of practices in case study sites along with a listing of strategies employed in schools identified with positive working conditions and student success
  - f. By June 2014, deliver a conference featuring presentations of and awards to exemplary schools with positive working conditions and student success to be attended by schools in the Achievement School District and other identified schools and districts struggling to achieve an equitable distribution of teachers
- A.33. The Contractor shall conduct the activities outlined in the scope of services over the first two years (FY 2011 and FY 2012) and repeat the activities in the third and fourth years (FY 2013 and FY 2014), making alterations in consultation with the state program manager to both survey design and implementation and technical assistance as necessary based on the first two years.

**B. CONTRACT TERM:**

This Contract shall be effective for the period commencing on August 16, 2010 and ending on June 14, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million dollars and no cents (\$1,000,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the

Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:
    - (1) For service performed August 16, 2010 through June 30, 2011, the following rates shall apply:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
Survey Design (A.8.)	\$31,000.00/ Upon completion
Communication and Coalition	
Survey website (A.5.)	\$20,000.00/ Upon completion
Communication/Participation Plan (A.6.)	\$50,000.00/ Upon completion
Survey Implementation (A.11.)	\$102,000.00/ Upon completion
Results and Reporting	
Initial Survey Results (A.12, A.13.)	\$27,000.00/ Upon completion
Initial Analyses (A.14.)	\$20,000.00/ Upon completion
Final Analyses and Reports (A.15.-A.20., A.23.)	\$50,000.00/ Upon completion

- (2) For service performed July1, 2011 through June 30, 2012, the following rates shall apply:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
Policy Consult (A.25.)	\$24,000.00/ Upon completion
Development of training tools (A.26.)	\$37,000.00/ Upon completion
Impact Report (A.31.)	\$75,000.00/upon completion
Report of practices (A.32.g)	\$64,000.00/ Upon completion

- (3) For service performed July1, 2012 through June 30, 2013, the following rates shall apply:

<b>Service Description</b>	<b>Amount</b>
----------------------------	---------------

	(per compensable increment)
Survey Design (A.8.)	\$31,000.00/ Upon completion
Communication and Coalition	
Survey website (A.5.)	\$20,000.00/ Upon completion
Communication/Participation Plan (A.6.)	\$50,000.00/ Upon completion
Survey Implementation (A.11.)	\$102,000.00/ Upon completion
Results and Reporting	
Initial Survey Results (A.12, A.13.)	\$27,000.00/ Upon completion
Initial Analyses (A.14.)	\$20,000.00/ Upon completion
Final Analyses and Reports (A.15.-A.20., A.23.)	\$50,000.00/ Upon completion

- (4) For service performed July1, 2013 through June 30, 2014, the following rates shall apply:

Service Description	Amount (per compensable increment)
Policy Consult (A.25.)	\$24,000.00/ Upon completion
Development of training tools (A.26.)	\$37,000.00/ Upon completion
Impact Report (A.31.)	\$75,000.00/upon completion
Conference (A.32.f)	\$64,000.00/ Upon completion

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Merrie M. Clark  
Tennessee Department of Education  
Office of Federal Programs  
710 James Robertson Parkway  
Nashville, TN 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Tennessee Department of Education; Office of Federal Programs
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);

- (7) Contractor Name;
  - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
  - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
  - (10) Contractor Remittance Address;
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
    - iv. Amount Due by Service; and
    - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) not include any future work but will only be submitted for completed service; and
  - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subContractors, the Contractor shall be the prime Contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of



this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a Contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a Contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent Contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Merrie M. Clark, Data and Research Manager  
Office of Federal Programs  
Tennessee Department of Education  
710 James Robertson Parkway  
Nashville, TN 37243  
merrie.clark@tn.gov  
Telephone # (615) 741-0202  
FAX # (615) 253-5706

The Contractor:

Eric Hirsch, Chief of External Affairs,  
New Teacher Center –Durham, NC Office  
2800 Meridian Parkway, Suite 100  
Durham, NC 27278  
ehirsch@newteachercenter.org  
Telephone # 919-608-8294  
FAX # 919-806-2200

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent Contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.



- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at [www.whitehouse.gov/omb/recovery\\_default/](http://www.whitehouse.gov/omb/recovery_default/), as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at [www.whitehouse.gov/omb/financial\\_offm\\_circulars/](http://www.whitehouse.gov/omb/financial_offm_circulars/).
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at [www.tnrecovery.gov](http://www.tnrecovery.gov)).
- d. The Recovery Act, including but not limited to the following sections of that Act:
  - (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
  - (2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
  - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
    - i. gross mismanagement,
    - ii. gross waste,
    - iii. substantial and specific danger to public health or safety,
    - iv. abuse of authority, or
    - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at [www.recovery.gov](http://www.recovery.gov), for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:

- i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
  - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
  - i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
  - ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.
 

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.
- (8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.7., "Federal Economic Stimulus Funding."

IN WITNESS WHEREOF,

NEW TEACHER CENTER:

---

Contractor SIGNATURE

DATE

Garfield Byrd, Chief Financial Officer, New Teacher Center

---

PRINTED NAME AND TITLE OF Contractor SIGNATORY (above)

DEPARTMENT OF EDUCATION:

---

TIMOTHY K. WEBB, COMMISSIONER

DATE

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>Contractor LEGAL ENTITY NAME:</b>	New Teacher Center
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	26-2427526

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subContractor who will utilize the services of an illegal immigrant in the performance of this Contract.

---

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

**Garfield Byrd, Chief Financial Officer, New Teacher Center**

---

**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE OF ATTESTATION**



<b>FA CONTRACT INFORMATION SUPPLEMENT</b> FOR ALL FA-TYPE CONTRACTS — COMPLETE <u>EITHER</u> SECTION A <u>OR</u> SECTION B	
<b>Contract RFS #</b>	33150-00211
<b>Contractor:</b>	New Teacher Center
<b>SECTION A—</b> <b>CONTRACTOR IS AN INDIVIDUAL</b>	<b>SECTION B—</b> <b>CONTRACTOR IS A COMPANY</b> (e.g., sole proprietorship, partnership, or corporation)
<b>Is or has the Contractor been a state employee?</b>  <input type="checkbox"/> <b>NO</b> (no additional information required) <input type="checkbox"/> <b>YES</b>	<b>Does an individual, who is or has been a state employee, own controlling interest in (or own) the Contractor company?</b>  <input type="checkbox"/> <b>NO</b> (no additional information required) <input type="checkbox"/> <b>YES</b>
<b>Was such employment within the past six months?</b>  <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b> (an approved rule exception permitting a contract within six months of employment is also required)	<b>Was such employment within the past six months?</b>  <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b> (an approved rule exception permitting a contract within six months of employment is also required)
<b>Does the Contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?</b>  <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b> (the procuring agency general counsel <i>MUST</i> sign an analysis of this procurement using the TCRS analysis guidelines)	<b>Does the individual who owns controlling interest in the Contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?</b>  <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b> (the procuring agency general counsel <i>MUST</i> sign an analysis of this procurement using the TCRS analysis guidelines)
<b>CONTRACTOR SIGNATURE: Garfield Byrd, Chief Financial Officer, New Teacher Center</b>	
<div style="height: 40px;"></div>	
<b>CONTRACTOR : New Teacher Center</b>	<b>DATE</b>